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Attorneys for Raymond L. Johnson, Jr.

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

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| |) | |
| |) | |
| In Re: |) | Chapter 11 |
| |) | |
| DELPHI CORPORATION, <i>et al.</i> |) | Case No. 05-44481 (RDD) |
| |) | |
| Debtors. |) | (Jointly Administered) |
| |) | |

**LIMITED OBJECTION OF RAYMOND L. JOHNSON, JR.
TO APPROVAL OF MODIFIED PLAN**

Raymond L. Johnson, Jr., through his attorneys, Kemp Klein Law Firm, objects to approval, pursuant to the motion dated October 3, 2008 filed by Delphi Corporation (“Delphi”) and certain of its subsidiaries and affiliates, debtors and debtors in possession in the above captioned cases (Docket # 14310) and the supplement to that motion dated June 1, 2009 (Docket # 16646), of the Modified Plan (as that term is defined in the order entered on June 16, 2009 (Docket # 17032)) and states as follows:

1. Raymond L. Johnson, Jr. (“Mr. Johnson”) is a former executive of Delphi Corporation (“Delphi”).

2. Mr. Johnson's services with Delphi terminated on December 31, 2008.

3. Mr. Johnson and Delphi executed an agreement effective as of January 1, 2009 entitled "Executive Release of Claims, Separation, Non-Solicitation, and Non-Compete Agreement" ("Separation Agreement") pursuant to which Delphi committed to pay Mr. Johnson a significant sum of money in installments commencing on January 1, 2009.

4. In the Separation Agreement, Mr. Johnson agreed to restrictions against competition and solicitation, agreed to observe certain confidentiality provisions and also assigned certain intellectual property rights to Delphi. Mr. Johnson has complied and is continuing to comply with all of his obligations in that regard.

5. Through the date of this objection, Delphi has complied with its obligations pursuant to the Separation Agreement and has made payments when scheduled to be paid.

6. There are additional payments which are scheduled to be paid in the future and Mr. Johnson is concerned that approval of the Modified Plan will improperly require Delphi to breach its obligations and/or impair Mr. Johnson's rights to receive the remaining payments to which he is entitled pursuant to the Separation Agreement.

7. Article 2.1 of the First Amended Joint Plan of Reorganization of Delphi Corporation and Certain Affiliates, Debtors and Debtors-in-Possession (As Modified) ("Modified Plan") provides for payment of certain allowed Administrative Claims. However, Article 2.1 of the Modified Plan also indicates that it is "subject to the Master Disposition Agreement."

8 Further Section 7.7(a) of the Modified Plan indicates that "this Plan constitutes a request to authorize and approve the Master Disposition Agreement."

9. Section 9.5.11A of the Master Disposition Agreement provides:

"With respect to any former U.S. Salaried Employees of any Seller whose employment has been terminated prior to the date hereof and are or may be entitled to severance or termination payments or similar benefits, Sellers shall use their commercially reasonable efforts to cause any obligation to pay such severance or termination payments to cease as

of the Closing, and neither Company Buyer nor GM Buyers shall have any Liability relating to any such payments or benefits.”

That section 9.5.11A of the Master Distribution Agreement shall hereinafter be referred to as the “Termination Benefit Provision.”

10. It is not clear that the obligations of Delphi to Mr. Johnson pursuant to the Separation Agreement would be affected by the Termination Benefit Provision but neither is it clear that the Termination Benefit Provision would be inapplicable to the Separation Agreement.

12. If the Termination Benefit Provision is applicable to the Separation Agreement by virtue of the approval of the Modified Plan, it is not clear what the impact of the Termination Benefit Provision would be on Mr. Johnson’s right to be paid the remaining amounts due and/or to assert an Administrative Claim for such payments.

11. Mr. Johnson does not object to approval of the Modified Plan so long as it does not adversely affect his rights under the Separation Agreement. Mr. Johnson does object to approval of the Modified Plan to the extent it: (i) purports to direct Delphi to not honor the Separation Agreement, (ii) limits or impairs Mr. Johnson’s ability to enforce the Separation Agreement and/or assert an otherwise valid administrative claim and/or (iii) otherwise impairs Mr. Johnson’s contractual rights pursuant to the Separation Agreement.

12. Although there exists no legal basis justifying such a result, even lacking a legal basis if the court approves the Modified Plan containing the ambiguous provisions it could constitute res judicata with respect to these issues.

13. This inappropriate and hopefully unintended consequence can be avoided by clarifying the meaning of the Termination Benefit Provision and its impact, if any, on Administrative Claims.

Relief Requested

Mr. Johnson respectfully requests that this Honorable Court include a provision in any order approving the Modified Plan to clarify that neither the Master Disposition Agreement or Modified Plan direct or compel Debtors or any of them to dishonor, breach

or otherwise fail to comply with Debtors' obligations pursuant to the Executive Release of Claims, Separation, Non-Solicitation, and Non-Compete Agreement between Delphi Corporation and Raymond L. Johnson, Jr. or to disallow or invalidate any Administrative Claim of Raymond L. Johnson, Jr. which might arise pursuant to that Agreement.

Respectfully submitted,

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Dated: July 13, 2009
637049

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| ----- x | |

CERTIFICATE OF SERVICE

I hereby certify that on July 13, 2009, I electronically filed a Limited Objection of Raymond L. Johnson, Jr. to Approval of Modified Plan with the Clerk of the Court using the ECF system, which sent notification of such filing to all ECF participants indicated in the Notice of Electronic Filing. I also hereby certify that I caused such document to be mailed via overnight delivery to the following:

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Attn: General Counsel

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